



National Republican Congressional Committee

Thomas M. Reynolds, M.C.
Chairman

Sally A. Vastola
Executive Director

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CONGRESSIONAL CENTER

2003 JUL -2 P 12:45

July 1, 2003

Ms. Andrea Needles
Senior Campaign Finance Analyst
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Dear Ms. Needles:

Attached, please find a copy of the Credit and Security Agreement between the National Republican Congressional Committee and Wachovia Bank, NA (FKA First Union National Bank). Additionally, please note, this agreement has been extended by the bank through August 31, 2003. I have attached the extension letter and I will forward a copy of the final documents upon execution.

A signed copy of Schedule C-1 will be forwarded under separate cover. If you have any questions or concerns, please contact me at 202/479-7042.

Sincerely,

Christopher J. Ward
Treasurer

320 First Street, S.E.
Washington, D.C. 20003
(202) 479-7000
www.nrcc.org

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OPERATIONS CENTER

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CREDIT AND SECURITY AGREEMENT

between

NATIONAL REPUBLICAN CONGRESSIONAL COMMITTEE,

Borrower,

and

WACHOVIA BANK, NATIONAL ASSOCIATION,

Lender.

\$6,000,000.00 Line of Credit

August 31, 2002

CLOSING DOCUMENTS

PROMISSORY NOTE

\$5,000,000.00

Falls Church, Virginia
August 31, 2002

FOR VALUE RECEIVED, The undersigned, National Republican Congressional Committee ("Borrower"), an unincorporated association with an office and principal place of business in the District of Columbia, promises to pay on June 30, 2003, to the order of Wachovia Bank, National Association (the "Bank"), at its offices at 1970 Chain Bridge Road, McLean, Virginia 22012, or such other office as the Bank may state in writing to Borrower, the principal amount of Six Million Dollars (\$6,000,000), or so much thereof as shall be advanced hereunder and under the Credit Agreement identified herein, together with interest on any and all principal amounts remaining unpaid hereunder from time to time. Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the lower of either (a) the Bank's prime rate of interest in effect from time to time (the "Prime Rate") or (b) the LIBOR Market Index Rate plus 200 basis points, as that rate may change from day to day (the "LIBOR-Based Rate"), as defined in the Credit Agreement, with the rate of interest hereunder to be determined each day during the term hereof. Payments of interest shall be made to the Bank, at its offices, on the last day of each calendar month commencing with the first month in which an Advance is made and continuing until the Note has been paid in full.

This Note is issued pursuant to a certain Credit and Security Agreement (the Credit "Agreement") dated this date, referred to above, between Borrower and the Bank, and is entitled to the benefits and subject to the terms thereof, including, without limitation, provisions for required prepayments, for security interests, for a default interest rate, and for payment of costs of enforcement, all as stated in the Credit Agreement. Borrower waives presentment, demand, notice of dishonor and notice of protest.

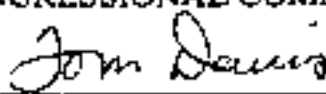
Witness:



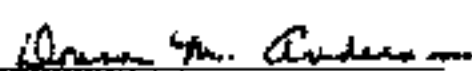
Witness:


NATIONAL REPUBLICAN
CONGRESSIONAL COMMITTEE

BY:


Tom Davis
Chairman

BY:


Donna M. Anderson
Treasurer

CREDIT AND SECURITY AGREEMENT

This Credit and Security Agreement ("Agreement") is entered into as of this 31st day of August, 2002, by and between the National Republican Congressional Committee, an unincorporated association with an office and principal place of business at 320 First Street, S.E., Washington, D.C. 20003, hereinafter called "Borrower," and Wachovia Bank, National Association, a national banking association with offices at 1970 Chain Bridge Road, McLean, Virginia 22012, hereinafter called "the Bank".

PRELIMINARY STATEMENT

Borrower has requested that the Bank renew a secured revolving credit facility to Borrower in the increased amount of \$6,000,000, and the Bank is prepared, subject to the terms and conditions of this Agreement, to provide such line of credit to Borrower.

NOW THEREFORE, the Bank and Borrower hereby agree as follows:

ARTICLE I

Section 1.1. **Line of Credit.** The Bank agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to Borrower from time to time during the period from the date of execution of this Agreement to and including June 30, 2003 (the "Availability Period"), in an aggregate amount outstanding not to exceed (a) \$6,000,000 at any time and (b) \$5,000,000 at any time after December 31, 2002 (the "Line of

- 2 -

Credit"); provided that, if the principal balance outstanding as of December 31, 2002, is in excess of \$5,000,000, Borrower is not required to make any prepayment to reduce such balance to \$5,000,000 or less."

Section 1.2. Making the Advances. Each Advance shall be made only during the Availability Period and upon notice from Borrower to the Bank, specifying the amount requested, but in no event less than \$25,000. The notice may be by telephone, but must be confirmed in writing within three Business Days of the date of the Advance. If notice is received by the Bank prior to 2:00 p.m. Eastern Time (standard or daylight, as in effect) the requested Advance shall be available to Borrower the same day. If notice is received after 2:00 p.m. Eastern Time, the requested Advance will be available the following Business Day.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for Borrower's mailing, fundraising and other operating expenses, and for other legally permissible expenses.

Section 1.4. Interest and Repayment. Borrower shall repay to the Bank on June 30, 2003, the aggregate remaining unpaid principal amount of all Advances in accordance with a promissory note (the "Note") issued by Borrower to the Bank, in the form of Exhibit A, and all Advances hereunder shall be evidenced by the Note. Borrower may make prepayments under the Note at any time and, subject to the terms of this Agreement, may reborrow funds that it has prepaid. Partial prepayments shall be in the minimum amount of \$25,000. Borrower shall further pay to the Bank interest upon the aggregate unpaid principal amount under the Note, payable on the last day of each month commencing with the first month in which an Advance is

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made and continuing until the Note has been paid in full, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the lower of either (a) the Bank's prime rate of interest in effect from time to time as announced by the Bank as such prime rate ("the Prime Rate") or (b) the LIBOR Market Index Rate plus 200 basis points, as that rate may change from day to day ("the LIBOR-Based Rate"), as determined by the Bank for each day during the term of the Note; provided, however, that, during the existence of any Event of Default under Section 5.1 hereof, the rate of interest shall increase to two percent in excess of the rate applicable immediately prior to such Event of Default. The Prime Rate is one of several interest rate bases used by the Bank, and the Bank lends at rates both above and below the Prime Rate. Borrower acknowledges that the Prime Rate is not represented or intended to be the lowest or most favorable rate of interest offered by the Bank. In the event of any dispute as to the Prime Rate or the LIBOR Market Index Rate, a certificate executed by any Senior Vice President of the Bank stating the percent per annum constituting the Prime Rate or the LIBOR Market Index Rate, as applicable, and the date of its effectiveness shall be conclusive absent manifest error. "LIBOR Market Index Rate" for any day is the rate for one month U.S. dollar deposits as reported on Telerate page 3750 as of 11:00 a.m., London time, on such day, or if such day is not a London business day, then the immediately preceding London business day (or if not so reported, then as determined by the Bank from another recognized source or interbank quotation).

Section 1.5. Method of Payment. Whenever any payment of principal or interest to be made hereunder or under the Note becomes due on a Saturday, Sunday, or public holiday or the

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equivalent for banks generally under the laws of the Commonwealth of Virginia (any other day being a "Business Day"), such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the amount of interest then to be paid. All payments and prepayments hereunder shall be made to the Bank at its address stated on the first page hereof, in such money of the United States as at the time of payment shall be legal tender for the payment of public and private debts and in immediately available funds. Each payment shall be received by the Bank no later than 2:00 p.m. Eastern Time, and any payment received after such time shall be treated as received on the next Business Day.

Section 1.6 Renewal or Extension of the Line of Credit. Provided the Bank receives written notice no later than 30 days prior to the last day of the Availability Period, Borrower may request the Bank to renew the Line of Credit for an additional one year period or extend the Availability Period. Any such renewal or extension will be made by the Bank in its sole discretion with such terms as are satisfactory to both parties.

ARTICLE II.

Section 2.1. Collateral. To secure repayment to the Bank of all Advances under the Line of Credit and the interest payable on such amounts, and to secure all other obligations of Borrower to the Bank, Borrower hereby assigns, pledges under common law, and grants to the Bank a security interest in, the following collateral now owned or hereafter acquired by

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Borrower and in Borrower's expectancy to acquire such collateral in the ordinary course of its business and affairs:

(a) the spool or spools of machine-readable computer tape, or any other form of storage, containing the mailing list or lists of Borrower that Borrower uses and proposes to use in soliciting contributions to Borrower during 2002 and 2003, sometimes known as Borrower's "Master File," and any other data processing materials and documents relating thereto (all collectively the "Contributor Files");

(b) each of the demand deposit accounts identified on Schedule 1 hereto as the "Separate Accounts" and all money, instruments, investment securities, accounts receivable and general intangibles now owned or hereafter acquired by or on behalf of Borrower in response to fundraising efforts, excluding only receipts not allowable for federal election purposes; and

(c) all cash and non-cash proceeds of the foregoing (all collectively the "Collateral").

Section 2.2. **Conditions Precedent.** The Bank's obligations under Section 1.1 hereof shall be subject to the fulfillment of the following conditions precedent in manner and form satisfactory to the Bank and its special counsel:

(a) Borrower shall have delivered to the Bank

(i) an opinion of Borrower's outside counsel in form and substance satisfactory to the Bank;

(ii) a certification of authority substantially as set forth in Exhibit B hereto, duly executed by the officers of Borrower specified therein;

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(iii) duplicate originals of this Agreement, duly executed by Borrower;

(iv) the Note, duly executed by Borrower;

(v) copies of the collateral described in Section 2.1(a) hereof (provided that unless and until an Event of Default occurs hereunder Borrower shall be entitled to use all such collateral for its valid purposes and operations) and a UCC-1 financing statement with respect to the Collateral;

(vi) copies of all approvals or other actions necessary under its organization or governance documents for authorization of the execution, delivery and performance of this Agreement and the Note;

(vii) financial statements, as described in Section 4.1(a), (b) and (c), with respect to its last fiscal year and quarterly accounting periods, respectively;

(viii) the Disclosure Schedule to which reference is made in Section 3.5;

and

(ix) a copy of its current statement of organization as filed by it under Section 303 of the Federal Election Campaign Act of 1971, as amended (the "FEC Act").

(b) There shall not have occurred any Event of Default or event which, with due notice or lapse of time or both, would constitute an Event of Default ("Incipient Default") under this Agreement.

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ARTICLE III. WARRANTIES AND REPRESENTATIONS

Section 3.1. **Organization.** Borrower hereby warrants and represents that it is an unincorporated association validly organized and existing under applicable law, and has an office, its financial and other records and its principal place of business in the District of Columbia; that it is a national "political party committee," as defined in Section 301(4) of the FEC Act; and that it has filed with the Federal Election Commission ("FEC") or custodians for FEC as designated in the FEC Act all required registrations and reports in order to be in compliance with applicable requirements of the FEC Act and regulations thereunder.

Section 3.2. **Authority; Approvals.** Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of Borrower are duly authorized by Borrower, by all necessary actions and approvals under its organizational documents, to enter into this Agreement, to issue the Note and to bind Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution and performance of this Agreement and the Note are within the duly authorized powers of Borrower and do not contravene any law, rule, or regulation applicable to Borrower, any organizational documents, including, without limitation, any by-law or rule governing Borrower, or any contractual obligation binding upon Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to (except for subsequent filings of Schedule C-1) or approval by the FEC or any other governmental entity, and that this Agreement and, when issued, the Note shall be valid, legal and binding obligations of Borrower enforceable against Borrower and the Collateral in accordance with their respective terms.

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Section 3.3. **No Prior Interests.** Borrower hereby warrants and represents that none of the Collateral described in Section 2.1 hereof is subject to any assignment, claim, security interest or other lien or encumbrance except (a) the assignment, pledge and security interest granted and made herein and (b) as permitted in Section 4.9 hereof.

Section 3.4. **No Default.** Borrower hereby warrants and represents that no event has occurred and no condition exists which, upon the execution of this Agreement, would constitute an Event of Default or Incipient Default hereunder, nor is Borrower in material default under any other agreement, organizational document, statement of policy, or other instrument to which it is a party or by which it may be bound.

Section 3.5 **Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting Borrower or the properties of Borrower before any court or governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to Borrower, would have a material adverse effect on the financial condition, properties or operations of Borrower, except as disclosed in a Disclosure Schedule delivered to the Bank in connection with this Agreement.

Section 3.6. **Financial Condition.** The financial statements of Borrower previously provided to the Bank as of the end of and for its last fiscal year and subsequent quarters are correct and complete and present fully and fairly Borrower's financial condition and results of operations in accordance with generally accepted accounting principles, and there has been no material adverse change in the financial condition of Borrower since the date of its last financial statements delivered to the Bank.

ARTICLE IV. COVENANTS

Section 4.1. **Records; Reports.** Borrower shall keep full and accurate records of all money, instruments, securities and other personal property received by or on behalf of Borrower in response to fundraising efforts or otherwise, and shall permit the Bank or any of its agents to call at Borrower's office or offices at reasonable times and intervals and, without hindrance or delay, to inspect, audit, review and make extracts from such records or any other documents relating to them. Borrower also shall, without limitation, deliver to the Bank:

(a) Within 150 days after the close of each fiscal year financial statements, including, without limitation, a balance sheet, a statement of changes in financial position, a statement of activities, and a statement of cash flows, with supporting schedules, all in reasonable detail, prepared in accordance with generally accepted accounting principles ("GAAP") applied on a basis consistent with the preceding year and audited, with unqualified opinion, by independent certified public accountants acceptable to the Bank and certified as to correctness by a principal financial officer of Borrower,

(b) Within 30 days after the close of each quarter of each fiscal year management prepared financial statements, including, without limitation, a statement of financial position, a statement of activities, and a statement of cash flows, with supporting schedules, all in reasonable detail and prepared in accordance with GAAP. Upon reasonable written request by the Bank, Borrower shall promptly deliver to the Bank copies of any other financial statements or reports prepared by or for the use of Borrower or filed with the FEC;

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(c) no later than December 31, 2002, a budget in reasonable detail with respect to its fiscal year 2003; and

(d) as soon as possible, and, in any event, within five days after Borrower receives notice, knowledge or reason to know thereof, a report or statement executed by an officer of Borrower with respect to (i) the occurrence of any Event of Default or Incipient Default hereunder, and any action taken or contemplated with respect thereto, and (ii) any pending or threatened litigation or administrative proceedings or investigations against or affecting Borrower which, if determined adversely to Borrower, would have a material adverse effect upon its financial condition or operations.

Section 4.2. **Protection of Rights.** Borrower agrees that, upon request by the Bank, it shall execute any documents or perform any acts that may reasonably be deemed by the Bank to be necessary for the protection of the Bank's rights under or arising out of this Agreement.

Section 4.3. **Good Standing; Maintenance of Office and Records.** Borrower agrees that, during the term of this Agreement, it shall maintain its status as a "political committee" under the FEC Act; that it shall comply with all registration and reporting requirements and all other applicable requirements of the FEC Act and regulations thereunder; and that it shall not remove its office and principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without 30 days prior written notice to the Bank.

Section 4.4. **Receipt of Funds.** All money, investment securities and instruments ("receipts") received from the date hereof by Borrower in response to fundraising efforts

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constituting Collateral shall be delivered to the Bank as soon as practicable after receipt by Borrower and will be deposited in the appropriate Separate Accounts as identified on Schedule 1 hereto. Delivery shall be made by Borrower or by messenger provided by the Bank no less frequently than once each Business Day. Borrower shall not commingle such receipts, prior to their delivery to the Bank, with the funds or personal property of any other person and shall hold such receipts expressly in trust for the Bank. All receipts constituting Collateral owned by Borrower on the date of this Agreement shall be transferred to the appropriate Separate Accounts no later than ten (10) Business Days after execution of this Agreement. Such receipts shall constitute part of the Collateral described in Section 2.1(c) hereof, and the Bank shall hold and deal with them accordingly; provided that, unless and until an Event of Default occurs hereunder, Borrower shall be entitled to use all such receipts for its valid purposes and operations.

Section 4.5. **Deposit Accounts.** Borrower shall maintain at the Bank all of its deposit accounts other than deposit accounts as identified as "Other Permitted Accounts" on Schedule 1 hereto, and Borrower shall cause to maintain in full force and effect a Commercial Checking Account Agreement Supplement in form acceptable to the Bank.

Section 4.6. **Defense of Security Interest.** Borrower shall defend the Bank's security interest in the Collateral hereunder against all claims and demands of any person claiming any interest therein equal or superior to that of the Bank.

Section 4.7. **Fundraising Efforts; Fiscal Year.** (a) Borrower shall continue to perform the usual and customary fundraising efforts performed by Borrower in the past; and

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(b) Borrower shall not change its fiscal year without the prior written consent of the Bank.

Section 4.8. Legal Compliance. Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or to its officers or assets.

Section 4.9. Indebtedness; Encumbrances. Borrower shall not, without the prior written consent of the Bank, create, incur, assume, become obligated for or permit to exist, directly or indirectly, indebtedness of Borrower or any encumbrances of any kind upon any of its assets except (i) indebtedness and encumbrances to the Bank; (ii) current accounts payable or accrued, incurred by Borrower in the ordinary course of its business, provided that the same are paid when due in accordance with customary trade terms; (iii) purchase money liens covering only the property acquired by Borrower with such purchase money financing; (iv) liens incidental to the conduct of Borrower's operations unrelated to the obtaining by Borrower of any indebtedness and which do not and shall not interfere with the use by or materially impair the value of any assets to Borrower in the ordinary course of its operations; and (v) indebtedness not to exceed \$50,000.

ARTICLE V

Section 5.1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

(a) failure by Borrower to pay or cause to be paid when due under this Agreement or any other agreement to which Borrower and the Bank are parties, any amount of principal, interest or fees required to be paid or prepaid to the Bank by Borrower;

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(b) Failure by Borrower timely to comply with Section 4.1(d) hereof;

(c) failure by Borrower to perform any other material covenant, condition or agreement which it is obligated to perform hereunder or under any other instrument or agreement binding upon it if such failure shall continue for more than 15 days;

(d) the making or furnishing by Borrower to the Bank of any materially false representation, warranty, opinion or certificate as set forth in this Agreement or otherwise made in connection with this Agreement;

(e) the entry of a judgment, decree or order against it by any court of record for the payment of any sum of money in excess of \$100,000 or prohibiting it from performing any covenant or other obligation hereunder, if such judgment, decree or order remains unpaid or unstayed for a period in excess of 15 days;

(f) Borrower shall generally not pay its debts as they become due or admit in writing its insolvency generally so to pay its debts, make an assignment for the benefit of creditors, seek an order for relief in bankruptcy, become insolvent or bankrupt within the meaning of the Federal Bankruptcy Code, petition or apply to any tribunal for the appointment of any receiver, custodian, liquidator, trustee, or similar official (hereinafter "Official") for it or any substantial part of its property, commence any proceeding relating to it under any reorganization, arrangement, readjustment of debt, conservatorship, receivership, dissolution or liquidation law or statute of any jurisdiction (including, without limitation, the Federal Bankruptcy Code) or there shall be commenced against it any such proceeding which remains unstayed or undismissed for a period of more than sixty (60) days, or it shall consent to, approve of or acquiesce in any

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such proceeding or the appointment of any such Official, or it shall suffer any such proceeding to continue undischarged for a period of more than sixty (60) days;

(g) Borrower shall have suffered a material adverse change in financial condition; any opinion delivered or deliverable to the Bank pursuant to Section 4.1(a) hereof shall have questioned Borrower's ability to continue as a going concern; or Bank shall have otherwise determined in good faith that the prospect of payment by Borrower of any amount required to be paid by it under this Agreement as and when due is impaired; or

(h) the security interest in any material portion of the Collateral shall, for any reason, cease to be a valid and perfected first priority security interest.

Section 5.2. **Remedies on Default.** Whenever any Event of Default shall have occurred and be continuing, the Bank may take any one or more of the following remedial steps:

(a) The Bank shall have all of the remedial rights of a secured party and creditor under this Agreement, the Uniform Commercial Code as enacted in the applicable jurisdiction governing this Agreement, and under other applicable law, including, without limitation, the right to liquidate the Collateral and apply the proceeds against Borrower's obligations hereunder and the right to apply to a court of equity for injunctive relief; and

(b) The Bank may, at its option, without notice to Borrower, appropriate, set off and apply any and all moneys, instruments, or other property in its possession, on deposit or otherwise, to the credit of or belonging to Borrower, against any obligations of Borrower to the Bank; provided that, no such application shall be made that would violate the FEC Act or regulations thereunder. The Bank agrees to notify Borrower promptly after any such setoff and

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application provided that the failure to give such notice shall not affect the validity of such setoff or application; and

(c) The Bank may terminate any obligation to make any further Advances hereunder and may declare the entire indebtedness of Borrower then outstanding under the Note immediately due and payable without presentment, demand, protest, notice of protest or any other notice of any kind, all of which are hereby expressly waived.

Section 5.3. Exercise of Remedies. No right, remedy or power conferred upon or reserved to the Bank under this Agreement or the Note or arising out of this Agreement or the Note is intended to be exclusive of any other available right, remedy or power, but each and every such right, remedy or power shall be cumulative and shall be in addition to any other right, remedy or power given under this Agreement or the Note or now or hereafter existing at law or in equity or by statute. No delay or omission by the Bank to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or be construed to be a waiver thereof, unless such waiver is in writing, signed by the Bank, and then only to the extent set forth therein. Any right, remedy or power of the Bank hereunder may be exercised from time to time and as often as may be deemed expedient by the Bank, and a waiver by the Bank on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the Bank to exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

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Section 5.4. **Fees and Expenses; Indemnification.** In the event that the Bank should engage attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of Borrower contained herein or in the Note, Borrower agrees that it shall on demand pay to the Bank the reasonable fees of such attorneys and such other expenses so incurred, whether or not suit is brought. Borrower also agrees that it will indemnify the Bank against any costs, expenses, fees, liabilities or penalties incurred by it arising out of the FEC Act or regulations thereunder and relating in any way to this Agreement.

Section 5.5. **Default Rate.** During any period in which an Event of Default is in existence, the rate of interest under the Note shall be increased as provided in Section 1.4 hereof.

ARTICLE VI. MISCELLANEOUS

Section 6.1. **Choice of Law.** This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia.

Section 6.2. **Power of Attorney.** The Bank is hereby irrevocably made, constituted and appointed by Borrower as the true and lawful attorney for Borrower with full power of substitution to endorse the name of Borrower upon any and all checks, drafts, money orders and other instruments which constitute Collateral hereunder.

Section 6.3. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the Bank or Borrower as each is stated herein, whichever is appropriate, (b) on the date sent by

facsimile with confirmation of receipt, or (c) on the date delivered by hand to any officer of the Bank or Borrower who has executed this Agreement or the Certificate of Authority. The Bank and Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificates or other communications shall be sent.

Section 5.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5. Counterparts. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same agreement.

Section 6.6. Costs and Expenses. Borrower hereby agrees to pay all costs and expenses, including reasonable attorney's fees of the Bank's special counsel incident to the preparation and execution of this Agreement and of any other documents issued, prepared or filed in connection herewith.

Section 6.7. Binding Effect; Modification. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the Bank. This Agreement and its Exhibits, together with the provisions of the Note and other documents specifically identified herein, constitute the complete, entire and exclusive agreement between the parties hereto with respect to the subject matter superseding all prior or contemporaneous oral or written understandings, and no amendment or waiver of any provision

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of this Agreement or the Note nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank and Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.8. Venue; Service. Borrower by accepting this Agreement hereby consents to venue and jurisdiction of any local or federal court located within Virginia. Borrower also waives personal service of any process on Borrower, its officers or registered agent, and consents that such process shall be made by certified mail, return receipt requested, directed to Borrower at the address above, and service so made shall be deemed completed within five (5) days after it has been mailed. BORROWER, AFTER HAVING OBTAINED THE ADVICE OF ITS COUNSEL, HEREBY WAIVES TRIAL BY JURY IN ALL LITIGATION IN ANY COURT ARISING OUT OF THIS AGREEMENT, THE NOTE, OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT.

Section 6.9. Committee Members. No officer, member, employee or agent of Borrower shall be individually or personally liable or responsible for the repayment to the Bank of any Advances or for interest thereon or for any other obligation hereunder or under the Note or under any other document, instrument or agreement made in connection with this Agreement.

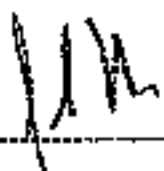
Section 6.10. Relationship of Parties. The relationship of the Bank and Borrower under or arising in any way out of this Agreement is limited to creditor and secured party, in the case of the Bank, and debtor, in the case of Borrower. The Bank is not undertaking hereunder to provide

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financial or other advice to Borrower and in no way assumes any fiduciary obligations to Borrower.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of the date stated on the first page hereof.

Witness:



Witness:




NATIONAL REPUBLICAN
CONGRESSIONAL COMMITTEE

By:



Tom Davis
Chairman

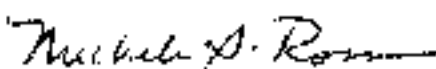
By:



Donna Anderson
Treasurer

WACHOVIA BANK, NATIONAL ASSOCIATION

BY



Michele S. Ross
Senior Vice President



WACHOVIA

June 19, 2003

National Republican Congressional Committee
Attn: The Honorable Thomas M. Reynolds, MC, Chairman
320 First Street SE
Washington, DC 20003

RE: Promissory Note from National Republican Congressional Committee ("Borrower") to Wachovia Bank, National Association ("Wachovia") in the original principal amount of \$6,000,000.00 dated August 31, 2002, including any amendments (the "Note").

Obligor # 6106110009 Obligation # 18812

Dear Mr. Reynolds:

Wachovia has agreed to extend the term of the Note, which will mature or has matured on June 30, 2003. Accordingly, this letter shall constitute Wachovia's agreement and formal notice to you, as follows:

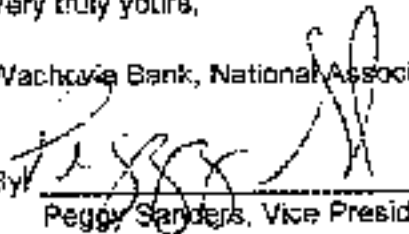
Extension. Wachovia hereby extends, on the same terms and conditions as presently in effect, the maturity of the Note to August 31, 2003, at which time the outstanding principal balance, accrued interest and all other amounts due under the Note shall become due and payable. All periodic payments required under the Note shall be made during this extension period.

No Other Changes. Extension on the maturity date as stated herein is the only change to the Note. Except as extended by this letter, the Note and all other Loan Documents (as defined in the Note) shall continue in full force and effect. Should you have any questions, do not hesitate to call.

Very truly yours,

Wachovia Bank, National Association


By:


Peggy Sanders, Vice President

Federal Election Commission

ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS

The Commission has added this page to the end of this filing to indicate how it was received.

<input checked="" type="checkbox"/> Hand Delivered	Date of Receipt 7/2/03
<input type="checkbox"/> First Class Mail	POSTMARKED
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<input type="checkbox"/> No Postmark	
<input type="checkbox"/> Postmark Illegible	
<input type="checkbox"/> Received from the House office of Records and Registration	Date of Receipt
<input type="checkbox"/> Received from the Senate Office of Public Records	Date of Receipt
<input type="checkbox"/> Other (Specify):	Postmarked and/or Date of Receipt
<input type="checkbox"/> Electronic Filing	
 PREPARER	7/2/03 DATE PREPARED